



State of Louisiana

Bid Invitation

SPECIAL TERMS AND CONDITIONS

SOLICITATION NO. 3000006515

TERMS AND CONDITIONS. THIS SOLICITATION CONTAINS ALL TERMS AND CONDITIONS WITH RESPECT TO THE COMMODITIES HEREIN. ANY VENDOR CONTRACTS, FORMS, TERMS, OR OTHER MATERIALS SUBMITTED WITH BID MAY CAUSE BID TO BE REJECTED.

VENDOR'S FORMS. THE PURCHASE/RELEASE ORDER IS THE ONLY BINDING DOCUMENT TO BE ISSUED AGAINST THIS CONTRACT. SIGNING OF VENDOR'S FORMS IS NOT ALLOWED.

INVOICES: INVOICES WILL BE SUBMITTED BY THE CONTRACTOR TO THE USING AGENCY AND THE INVOICE SHALL REFER TO THE DELIVERY TICKET NUMBER, DELIVERY DATE, PURCHASE/RELEASE ORDER NUMBER, QUANTITY, UNIT PRICE, AND DELIVERY POINT. A SEPARATE INVOICE FOR EACH ORDER DELIVERED AND ACCEPTED SHALL BE SUBMITTED BY THE CONTRACTOR IN DUPLICATE DIRECTLY TO THE ACCOUNTING DEPARTMENT OF THE USING AGENCY. INVOICES SHALL SHOW THE AMOUNT OF ANY CASH DISCOUNT AND SHALL BE SUBMITTED ON THE CONTRACTOR'S OWN INVOICE FORM.

DELIVERIES: CONTRACTORS WILL MAINTAIN AN ADEQUATE SUPPLY OF ALL ITEMS IN ORDER TO MEET SPECIFIED DELIVERY.

PAYMENT: PAYMENT WILL BE MADE ON THE BASIS OF UNIT PRICE AS LISTED IN THIS CONTRACT; SUCH PRICE AND PAYMENT WILL CONSTITUTE FULL COMPENSATION FOR FURNISHING AND DELIVERING THE CONTRACT COMMODITIES. IN NO CASE WILL THE STATE AGENCY REFUSE TO MAKE PARTIAL PAYMENTS TO THE CONTRACTOR ALTHOUGH ALL ITEMS HAVE NOT BEEN DELIVERED. THIS PAYMENT IN NO WAY RELIEVES THE CONTRACTOR OF HIS RESPONSIBILITY TO EFFECT SHIPMENT OF THE BALANCE OF THE ORDER. PAYMENT WILL BE TO VENDOR AND ADDRESS AS SHOWN ON ORDER.

SUBSTITUTES: ONLY BRANDS AND NUMBERS STATED IN THE AWARD ARE APPROVED FOR DELIVERY UNDER THIS CONTRACT AND ANY SUBSTITUTION MUST RECEIVE PRIOR WRITTEN APPROVAL OF THE DIRECTOR OF STATE PURCHASING OR DESIGNEE.

FEDERAL CLAUSES:

CIVIL RIGHTS: BOTH PARTIES SHALL ABIDE BY THE REQUIREMENTS OF TITLE VII OF THE CIVIL RIGHTS ACT OF 1964, AND SHALL NOT DISCRIMINATE AGAINST EMPLOYEES OR APPLICANTS DUE TO COLOR, RACE, RELIGION, SEX, HANDICAP OR NATIONAL ORIGIN. FURTHERMORE, BOTH PARTIES SHALL TAKE AFFIRMATIVE ACTION PURSUANT TO EXECUTIVE ORDER #11246 AND THE NATIONAL VOCATIONAL REHABILITATION ACT OF 1973 TO PROVIDE FOR POSITIVE POSTURE IN EMPLOYING AND UPGRADING PERSONS WITHOUT REGARD TO RACE, COLOR, RELIGION, SEX, HANDICAP OR NATIONAL ORIGIN, AND SHALL TAKE AFFIRMATIVE ACTION AS PROVIDED IN THE VIETNAM ERA VETERAN'S READJUSTMENT ACT OF 1974. BOTH PARTIES SHALL ALSO ABIDE BY THE REQUIREMENTS OF TITLE VI OF THE CIVIL RIGHTS ACT OF 1964 AND THE VOCATIONAL REHABILITATION ACT OF 1973 TO ENSURE THAT ALL SERVICES ARE DELIVERED WITHOUT DISCRIMINATION DUE TO RACE, COLOR, NATIONAL ORIGIN OR HANDICAP.

ANTI-KICKBACK CLAUSE: THE CONTRACTOR HEREBY AGREES TO ADHERE TO THE MANDATE DICTATED BY THE COPELAND "ANTI-KICKBACK" ACT WHICH PROVIDES THAT EACH CONTRACTOR OR SUBGRANTEE SHALL BE PROHIBITED

FROM INDUCING, BY ANY MEANS, ANY PERSON EMPLOYED IN THE COMPLETION OF WORK, TO GIVE UP ANY PART OF THE COMPENSATION TO WHICH HE IS OTHERWISE ENTITLED.

CLEAN AIR ACT: THE CONTRACTOR HEREBY AGREES TO ADHERE TO THE PROVISIONS WHICH REQUIRE COMPLIANCE WITH ALL APPLICABLE STANDARDS, ORDERS OR REQUIREMENTS ISSUED UNDER SECTION 306 OF THE CLEAN AIR ACT WHICH PROHIBITS THE USE UNDER NON-EXEMPT FEDERAL CONTRACTS, GRANTS OR LOANS OF FACILITIES INCLUDED ON THE EPA LIST OF VIOLATING FACILITIES.

ENERGY POLICY AND CONSERVATION ACT: THE CONTRACTOR HEREBY RECOGNIZES THE MANDATORY STANDARDS AND POLICIES RELATING TO ENERGY EFFICIENCY WHICH ARE CONTAINED IN THE STATE ENERGY CONSERVATION PLAN ISSUED IN COMPLIANCE WITH THE ENERGY POLICY AND CONSERVATION ACT (P.L. 94-163). CLEAN WATER ACT: THE CONTRACTOR HEREBY AGREES TO ADHERE TO THE PROVISIONS WHICH REQUIRE COMPLIANCE WITH ALL APPLICABLE STANDARDS, ORDERS, OR REQUIREMENTS ISSUED UNDER SECTION 508 OF THE CLEAN WATER ACT REQUIREMENTS ISSUED UNDER SECTION 508 OF THE CLEAN WATER ACT. GRANTS OR LOANS OF FACILITIES INCLUDED ON THE EPA LIST OF VIOLATING FACILITIES.

ANTI-LOBBYING AND DEBARMENT ACT. THE CONTRACTOR WILL BE EXPECTED TO COMPLY WITH FEDERAL STATUTES REQUIRED IN THE ANTI-LOBBYING ACT AND THE DEBARMENT ACT.

PAYMENT:

IN AN EFFORT TO INCREASE EFFICIENCIES AND EFFECTIVENESS AS WELL AS BE STRATEGIC IN UTILIZING TECHNOLOGY AND RESOURCES, DOTD STRONGLY ENCOURAGES VENDORS TO PARTICIPATE IN ACCEPTING ELECTRONIC FUNDS TRANSFER (EFT) PAYMENTS. EFT PAYMENTS ARE SENT FROM THE STATE'S BANK DIRECTLY TO THE PAYEE'S BANK EACH WEEKDAY. THE ONLY REQUIREMENT IS THAT YOU HAVE AN ACTIVE CHECKING OR SAVINGS ACCOUNT AT A FINANCIAL INSTITUTION THAT CAN ACCEPT AUTOMATED CLEARING HOUSE (ACH) CREDIT FILES AND REMITTANCE INFORMATION ELECTRONICALLY. ADDITIONAL INFORMATION IS AVAILABLE

AT: [HTTP://WWW.DOA.LOUISIANA.GOV/OSRAP/EFTFORWEBSITE.PDF](http://www.doa.louisiana.gov/osrap/eftforwebsite.pdf)

PREFERENCE.

PREFERENCES WILL ONLY BE APPLIED TO OUTRIGHT PURCHASES.

IN ACCORDANCE WITH LOUISIANA REVISED STATUTES 39:1595, A PREFERENCE MAY BE ALLOWED FOR PRODUCTS MANUFACTURED, PRODUCED, GROWN, OR ASSEMBLED IN LOUISIANA OF EQUAL QUALITY.

DO YOU CLAIM THIS PREFERENCE? YES _____

SPECIFY LINE NUMBER(S): _____

SPECIFY LOCATION WITHIN LOUISIANA WHERE THIS PRODUCT IS MANUFACTURED, PRODUCED, GROWN OR ASSEMBLED: _____

(NOTE: IF MORE SPACE IS REQUIRED, INCLUDE ON SEPARATE SHEET.)

DO YOU HAVE A LOUISIANA BUSINESS WORKFORCE? YES _____ NO _____

IF SO, DO YOU CERTIFY THAT AT LEAST FIFTY PERCENT (50%) OF YOUR LOUISIANA BUSINESS WORKFORCE IS COMPRISED OF LOUISIANA RESIDENTS?

YES _____ NO _____

FAILURE TO SPECIFY ABOVE INFORMATION MAY CAUSE ELIMINATION FROM PREFERENCES. PREFERENCES SHALL NOT APPLY TO SERVICE CONTRACTS.

PROCUREMENT OF UNITED STATES PRODUCTS:

IN ACCORDANCE WITH THE PROVISIONS OF R.S. 39:1595.7, IN THE EVENT A CONTRACT IS NOT ENTERED INTO FOR PRODUCTS PURCHASED UNDER THE PROVISIONS OF R.S. 39:1595, EACH PROCUREMENT OFFICER, PURCHASING AGENT, OR SIMILAR OFFICIAL WHO PROCURES OR PURCHASES MATERIALS, SUPPLIES, PRODUCTS, PROVISIONS, OR EQUIPMENT UNDER THE PROVISIONS OF THIS CHAPTER MAY PURCHASE SUCH MATERIALS, SUPPLIES, PRODUCTS, PROVISIONS, OR EQUIPMENT WHICH ARE MANUFACTURED IN THE UNITED STATES, AND WHICH ARE EQUAL IN QUALITY TO OTHER MATERIALS, SUPPLIES, PRODUCTS, PROVISIONS, OR EQUIPMENT, PROVIDED THAT ALL OF THE FOLLOWING CONDITIONS ARE MET:

(1) THE COST OF SUCH ITEMS DOES NOT EXCEED THE COST OF OTHER ITEMS WHICH ARE MANUFACTURED OUTSIDE THE UNITED STATES BY MORE THAN FIVE PERCENT.

(2) THE VENDOR OF SUCH ITEMS AGREES TO SELL THE ITEMS AT THE SAME PRICE AS THE LOWEST BID OFFERED ON SUCH ITEMS

(3) IN CASES WHERE MORE THAN ONE BIDDER OFFERS ITEMS MANUFACTURED IN THE UNITED STATES WHICH ARE WITHIN FIVE PERCENT OF THE LOWEST BID, THE BIDDER OFFERING THE LOWEST BID ON SUCH ITEMS IS ENTITLED TO ACCEPT THE PRICE OF THE LOWEST BID MADE ON SUCH ITEMS.

(4) THE VENDOR CERTIFIES THAT SUCH ITEMS ARE MANUFACTURED IN THE UNITED STATES.

FOR THE PURPOSES OF THIS PREFERENCE,

(1) "MANUFACTURED IN THE UNITED STATES" MEANS PRODUCED BY A PROCESS IN WHICH THE MANUFACTURING, FINAL ASSEMBLY, PROCESSING, PACKAGING, TESTING, AND ANY OTHER PROCESS THAT ADDS VALUE, QUALITY, OR RELIABILITY TO ASSEMBLED ARTICLES, MATERIALS, OR SUPPLIES, OCCUR IN THE UNITED STATES.

(2) "UNITED STATES" MEANS THE UNITED STATES AND ANY PLACE SUBJECT TO THE JURISDICTION OF THE UNITED STATES.

DO YOU CLAIM THIS PREFERENCE? _____ YES

SPECIFY LINE NUMBER(S): _____

SPECIFY LOCATION WITHIN THE UNITED STATES WHERE THIS PRODUCT IS MANUFACTURED:

(NOTE: IF MORE SPACE IS REQUIRED, INCLUDE ON SEPARATE SHEET)

CONTINUATION OF CONTRACT: THE CONTINUATION OF THIS CONTRACT IS CONTINGENT UPON THE CONTINUATION OF AN APPROPRIATION OF FUNDS BY THE LEGISLATURE TO FULFILL THE REQUIREMENTS OF THE CONTRACT. IF THE

LEGISLATURE FAILS TO APPROPRIATE SUFFICIENT MONIES TO PROVIDE FOR THE CONTINUATION OF A CONTRACT OR IF SUCH APPROPRIATION IS REDUCED BY THE VETO OF THE GOVERNOR OR BY ANY MEANS PROVIDED IN THE APPROPRIATIONS ACT OR TITLE 39 OF THE LOUISIANA REVISED STATUTES OF 1950 TO PREVENT THE TOTAL APPROPRIATIONS FOR THE YEAR FROM EXCEEDING REVENUES FOR THAT YEAR OR FOR ANY OTHER LAWFUL PURPOSE AND THE EFFECT OF SUCH REDUCTION IS TO PROVIDE INSUFFICIENT MONIES FOR THE CONTINUATION OF THE CONTRACT, THE CONTRACT SHALL TERMINATE ON THE DATE OF THE BEGINNING OF THE FIRST FISCAL YEAR FOR WHICH FUNDS ARE NOT APPROPRIATED.

CANCELLATION: THE STATE OF LOUISIANA RESERVES THE RIGHT TO CANCEL THIS CONTRACT WITH THIRTY (30) DAYS WRITTEN NOTICE.

CERTIFICATION OF NO SUSPENSION OR DEBARMENT: BY SIGNING AND SUBMITTING ANY BID FOR \$25,000 OR MORE, THE BIDDER CERTIFIES THAT THEIR COMPANY, ANY SUBCONTRACTORS, OR PRINCIPALS ARE NOT SUSPENDED OR DEBARRED BY THE GENERAL SERVICES ADMINISTRATION (GSA) IN ACCORDANCE WITH THE REQUIREMENTS IN OMB CIRCULAR A-133. A LIST OF PARTIES WHO HAVE BEEN SUSPENDED OR DEBARRED CAN BE VIEWED VIA THE INTERNET AT [HTTP://WWW.EPLS.GOV](http://www.epls.gov)

PRICE: IT SHALL BE DISTINCTLY AGREED AND UNDERSTOOD THAT THE PRICE QUOTED MUST BE A FIRM PRICE, AND NOT BE SUBJECT TO CHANGE AT TIME OF SHIPMENT.

THE RATIO OF THE BUYBACK PRICE TO THE PURCHASE PRICE SHALL REMAIN CONSTANT THROUGHOUT THE LIFE OF THE CONTRACT; IN OTHER WORDS, DIVIDE THE NEW PURCHASE PRICE BY THE PREVIOUS PURCHASE PRICE AND MULTIPLY BY THE PREVIOUS BUYBACK PRICE TO DETERMINE THE NEW BUYBACK PRICE.

PRICE ADJUSTMENTS: THE PRICE BID SHALL REMAIN FIRM AND EFFECTIVE FOR THE DURATION OF THE CONTRACT PERIOD. PRICE ADJUSTMENTS WILL BE CONSIDERED FOR SUBSEQUENT ANNUAL CONTRACT RENEWALS. THE CONTRACTOR MUST SUBMIT WRITTEN REQUEST FOR PRICE ADJUSTMENTS, ACCOMPANIED BY DOCUMENTATION JUSTIFYING THE REQUEST, TO THE DIRECTOR OF STATE PURCHASING AT LEAST THIRTY (30) DAYS PRIOR TO THE CONTRACT ANNIVERSARY. NO ADJUSTMENT SHALL BE EFFECTIVE UNTIL APPROVED IN WRITING BY THE OFFICE OF STATE PURCHASING. THE STATE RESERVES THE RIGHT TO ACCEPT THE PRICE ADJUSTMENT OR REBID THE CONTRACT. ORDERS SHALL BE INVOICED AT THE CONTRACT PRICES IN EFFECT ON THE DATE OF THE PURCHASE ORDER. PRICE ADJUSTMENTS SHALL BE BASED ON THE PERCENTAGE DIFFERENCE BETWEEN THE CURRENT MANUFACTURER'S PUBLISHED PRICE LIST AT THE TIME OF THE AWARD AND THE CURRENT MANUFACTURER'S PUBLISHED PRICE LIST AT THE TIME OF THE REQUEST FOR A RENEWAL OF THE CONTRACT. THE PERCENTAGE DIFFERENCE BETWEEN THE ABOVE REFERENCED PRICE LISTS WILL BE THE INDEX USED TO DETERMINE ACCEPTABLE PRICE ADJUSTMENTS. SUCCESSFUL BIDDER SHALL PROVIDE A CURRENT MANUFACTURER'S PUBLISHED PRICE LIST PRIOR TO AN AWARD BEING MADE FOR THIS CONTRACT AND AT THE TIME OF RENEWAL IF APPLICABLE.

QUANTITIES: THE ABOVE QUANTITIES ARE ESTIMATED TO BE THE AMOUNT NEEDED. IN THE EVENT A GREATER OR LESSER QUANTITY IS NEEDED, THE RIGHT IS RESERVED BY THE STATE OF LOUISIANA TO INCREASE OR DECREASE THE AMOUNT, AT THE UNIT PRICE STATED IN THE BID.

CONTRACT TERM: AT THE OPTION OF THE STATE OF LOUISIANA AND ACCEPTANCE BY THE CONTRACTOR, THIS CONTRACT MAY BE EXTENDED FOR TWO ADDITIONAL TWELVE (12) MONTH PERIODS AT SAME PRICE, TERMS AND CONDITIONS UNLESS PRICES ARE ADJUSTED. TOTAL CONTRACT TIME MAY NOT EXCEED THIRTY-SIX (36) MONTHS.

INSURANCE REQUIREMENTS FOR CONTRACTORS:

THE CONTRACTOR SHALL PURCHASE AND MAINTAIN FOR THE DURATION OF THE CONTRACT INSURANCE AGAINST CLAIMS FOR INJURIES TO PERSONS OR DAMAGES TO PROPERTY WHICH MAY ARISE FROM OR IN CONNECTION WITH THE PERFORMANCE OF THE WORK HEREUNDER BY THE CONTRACTOR, ITS AGENTS, REPRESENTATIVES, EMPLOYEES OR SUBCONTRACTORS.

A. MINIMUM SCOPE AND LIMITS OF INSURANCE

1. WORKERS COMPENSATION – WORKERS COMPENSATION INSURANCE SHALL BE IN COMPLIANCE WITH THE WORKERS COMPENSATION LAW OF THE STATE OF THE CONTRACTOR’S HEADQUARTERS. EMPLOYER’S LIABILITY IS INCLUDED WITH A MINIMUM LIMIT OF \$500,000 PER ACCIDENT/PER DISEASE/PER EMPLOYEE. IF WORK IS TO BE PERFORMED OVER WATER AND INVOLVES MARITIME EXPOSURE, APPLICABLE LHWCA, JONES ACT, OR OTHER MARITIME LAW COVERAGE SHALL BE INCLUDED AND THE EMPLOYERS LIABILITY LIMIT INCREASE TO A MINIMUM OF \$1,000,000. A.M. BEST’S INSURANCE COMPANY RATING REQUIREMENT MAY BE WAIVED FOR WORKERS COMPENSATION COVERAGE ONLY. 2. COMMERCIAL GENERAL LIABILITY – COMMERCIAL GENERAL LIABILITY INSURANCE, INCLUDING PERSONAL AND ADVERTISING INJURY LIABILITY, SHALL HAVE A MINIMUM LIMIT PER OCCURRENCE OF \$1,000,000 AND A MINIMUM GENERAL AGGREGATE OF \$2,000,000. THE INSURANCE SERVICES OFFICE (ISO) COMMERCIAL GENERAL LIABILITY OCCURRENCE COVERAGE FROM CG 00 01 (CURRENT FORM APPROVED FOR USE IN LOUISIANA), OR EQUIVALENT, IS TO BE USED IN THE POLICY. CLAIMS-MADE FORM IS UNACCEPTABLE. 3. AUTOMOBILE LIABILITY – AUTOMOBILE LIABILITY INSURANCE SHALL HAVE A MINIMUM COMBINED SINGLE LIMIT PER OCCURRENCE OF \$1,000,000. ISO FORM NUMBER CA 00 01 (CURRENT FORM APPROVED FOR USE IN LOUISIANA), OR EQUIVALENT, IS TO BE USED IN THE POLICY. THIS INSURANCE SHALL INCLUDE THIRD-PARTY BODILY INJURY AND PROPERTY DAMAGE LIABILITY FOR OWNED, HIRED AND NON-OWNED AUTOMOBILES.

B. DEDUCTIBLES AND SELF-INSURED RETENTIONS

ANY DEDUCTIBLE OR SELF-INSURED RETENTIONS MUST BE DECLARED TO AND ACCEPTED BY THE AGENCY. THE CONTRACTOR SHALL BE RESPONSIBLE FOR ALL DEDUCTIBLES AND SELF-INSURE RETENTIONS.

C. OTHER INSURANCE PROVISIONS

THE POLICIES ARE TO CONTAIN, OR BE ENDORSED TO CONTAIN, THE FOLLOWING PROVISIONS:

1. GENERAL LIABILITY AND AUTOMOBILE LIABILITY COVERAGES

A. THE AGENCY, ITS OFFICERS, AGENTS, EMPLOYEES AND VOLUNTEERS SHALL BE NAMED AS AN ADDITIONAL INSURED AS REGARDS NEGLIGENCE BY THE CONTRACTOR. ISO FORM CG 20 10 (CURRENT FORM APPROVED FOR USE IN LOUISIANA), OR EQUIVALENT, IS TO BE USED WHEN APPLICABLE. THE COVERAGE SHALL CONTAIN NO SPECIAL LIMITATIONS ON THE SCOPE OF PROTECTION AFFORDED TO THE AGENCY.

B. THE CONTRACTOR’S INSURANCE SHALL BE PRIMARY AS RESPECTS THE AGENCY, ITS OFFICERS, AGENTS, EMPLOYEES AND VOLUNTEERS. ANY INSURANCE OR SELF-INSURANCE MAINTAINED BY THE AGENCY SHALL BE EXCESS AND NON-CONTRIBUTOR Y OF THE CONTRACTOR’S INSURANCE.

C. ANY FAILURE OF THE CONTRACTOR TO COMPLY WITH REPORTING PROVISIONS OF THE POLICY SHALL NOT AFFECT COVERAGE PROVIDED TO THE AGENCY, ITS OFFICERS, AGENTS, EMPLOYEES AND VOLUNTEERS.

D. THE CONTRACTOR’S INSURANCE SHALL APPLY SEPARATELY TO EACH INSURED AGAINST WHO CLAIM IS MADE OR SUIT IS BROUGHT, EXCEPT WITH RESPECT TO THE POLICY LIMITS.

2. WORKERS COMPENSATION AND EMPLOYERS LIABILITY COVERAGE

THE INSURER SHALL AGREE TO WAIVE ALL RIGHTS OF SUBROGATION AGAINST THE AGENCY, ITS OFFICERS, AGENTS, EMPLOYEES AND VOLUNTEERS FOR LOSSES ARISING FROM WORK PERFORMED BY THE CONTRACTOR FOR THE AGENCY.

3. ALL COVERAGES

A. COVERAGE SHALL NOT BE CANCELED, SUSPENDED, OR VOIDED BY EITHER PARTY (THE CONTRACTOR OR THE INSURER) OR REDUCED IN COVERAGE OR IN LIMITS EXCEPT AFTER 30 DAYS WRITTEN NOTICE HAS BEEN GIVEN TO THE AGENCY. TEN-DAY WRITTEN NOTICE OF CANCELLATION IS ACCEPTABLE FOR NON-PAYMENT OF PREMIUM.

NOTIFICATIONS SHALL COMPLY WITH THE STANDARD CANCELLATION PROVISION IN THE CONTRACTOR'S POLICY.

B. NEITHER THE ACCEPTANCE OF THE COMPLETED WORK NOR THE PAYMENT THEREOF SHALL RELEASE THE CONTRACTOR FROM THE OBLIGATIONS OF THE INSURANCE REQUIREMENTS OR INDEMNIFICATION AGREEMENT.

C. THE INSURANCE COMPANIES ISSUING THE POLICIES SHALL HAVE NO RECOURSE AGAINST THE AGENCY FOR PAYMENT OF PREMIUMS OR FOR ASSESSMENTS UNDER ANY FORM OF THE POLICIES.

D. ANY FAILURE OF THE CONTRACTOR TO COMPLY WITH REPORTING PROVISIONS OF THE POLICY SHALL NOT AFFECT COVERAGE PROVIDED TO THE AGENCY, ITS OFFICERS, AGENTS, EMPLOYEES AND VOLUNTEERS.

D. ACCEPTABILITY OF INSURERS ALL REQUIRED INSURANCE SHALL BE PROVIDED BY A COMPANY OR COMPANIES LAWFULLY AUTHORIZED TO DO BUSINESS IN THE JURISDICTION IN WHICH THE PROJECT IS LOCATED. INSURANCE SHALL BE PLACED WITH INSURERS WITH A A.M. BEST'S RATING OF A-:VI OR HIGHER. THIS RATING REQUIREMENT MAY BE WAIVED FOR WORKERS COMPENSATION COVERAGE ONLY. IF AT ANY TIME AN INSURER ISSUING ANY SUCH POLICY DOES NOT MEET THE MINIMUM A.M. BEST RATING, THE CONTRACTOR SHALL OBTAIN A POLICY WITH AN INSURER THAT MEETS THE A.M. BEST RATING AND SHALL SUBMIT ANOTHER CERTIFICATE OF INSURANCE AS REQUIRED IN THE CONTRACT.

E. VERIFICATION OF COVERAGE

CONTRACTOR SHALL FURNISH THE AGENCY WITH CERTIFICATES OF INSURANCE REFLECTING PROOF OF REQUIRED COVERAGE. THE CERTIFICATES FOR EACH INSURANCE POLICY ARE TO BE SIGNED BY A PERSON AUTHORIZED BY THAT INSURER TO BIND COVERAGE ON ITS BEHALF. THE CERTIFICATES ARE TO BE RECEIVED AND APPROVED BY THE AGENCY BEFORE WORK COMMENCES AND UPON ANY CONTRACT RENEWAL THEREAFTER. IN ADDITION TO THE CERTIFICATES, CONTRACTOR SHALL SUBMIT THE DECLARATIONS PAGE AND THE CANCELLATION PROVISION ENDORSEMENT FOR EACH INSURANCE POLICY. THE AGENCY RESERVES THE RIGHT TO REQUEST COMPLETE CERTIFIED COPIES OF ALL REQUIRE INSURANCE POLICIES AT ANY TIME. UPON FAILURE OF THE CONTRACTOR TO FURNISH, DELIVER AND MAINTAIN SUCH INSURANCE AS ABOVE PROVIDED, THIS CONTRACT, AT THE ELECTION OF THE AGENCY, MAY BE SUSPENDED, DISCONTINUED OR TERMINATED. FAILURE OF THE CONTRACTOR TO PURCHASE AND/OR MAINTAIN ANY REQUIRED INSURANCE SHALL NOT RELIEVE THE CONTRACTOR FROM ANY LIABILITY OR INDEMNIFICATION UNDER THE CONTRACT.

F. SUBCONTRACTORS

CONTRACT SHALL INCLUDE ALL SUBCONTRACTORS AS INSURED UNDER ITS POLICIES OR SHALL BE RESPONSIBLE FOR VERIFYING AND MAINTAINING THE CERTIFICATES PROVIDED BY EACH SUBCONTRACTOR. SUBCONTRACTORS SHALL BE SUBJECT TO ALL OF THE REQUIREMENTS STATE HEREIN. THE AGENCY RESERVES THE RIGHT TO REQUEST COPIES OF SUBCONTRACTOR'S CERTIFICATES AT ANY TIME.

G. WORKERS COMPENSATION INDEMNITY

IN THE EVENT CONTRACTOR IS NOT REQUIRED TO PROVIDE OR ELECTS NOT TO PROVIDE WORKERS COMPENSATION COVERAGE, THE PARTIES HEREBY AGREE THAT CONTRACTOR, ITS OWNERS, AGENTS AND EMPLOYEES WILL HAVE NO CAUSE OF ACTION AGAINST, AND WILL NOT ASSERT A CLAIM AGAINST, THE STATE OF LOUISIANA, ITS DEPARTMENTS, AGENCIES, AGENTS AND EMPLOYEES AS AN EMPLOYER, WHETHER PURSUANT TO THE LOUISIANA WORKERS COMPENSATION ACT OR OTHERWISE, UNDER ANY CIRCUMSTANCE. THE PARTIES ALSO HEREBY AGREE THAT THE STATE OF LOUISIANA, ITS DEPARTMENTS, AGENCIES, AGENTS AND EMPLOYEES SHALL IN NO CIRCUMSTANCE BE, OR CONSIDERED AS, THE EMPLOYER OR STATUTORY EMPLOYER OF CONTRACTOR, ITS OWNERS, AGENTS AND EMPLOYEES. THE PARTIES FURTHER AGREE THAT CONTRACTOR IS A WHOLLY INDEPENDENT CONTRACTOR AND IS EXCLUSIVELY RESPONSIBLE FOR ITS EMPLOYEES, OWNERS, AND AGENTS. CONTRACTOR HEREBY AGREES TO PROTECT, DEFEND, INDEMNIFY AND HOLD THE STATE OF LOUISIANA, ITS DEPARTMENTS, AGENCIES, AGENTS AND EMPLOYEES HARMLESS FROM ANY SUCH ASSERTION OR CLAIM THAT MAY ARISE FROM THE PERFORMANCE OF THIS CONTRACT.

H. INDEMNIFICATION/HOLD HARMLESS AGREEMENT

CONTRACTOR AGREES TO PROTECT, DEFEND, INDEMNIFY, SAVE AND HOLD HARMLESS THE STATE OF LOUISIANA, ALL STATE DEPARTMENTS, AGENCIES, BOARDS AND COMMISSIONS, ITS OFFICERS, AGENTS, SERVANTS, EMPLOYEES, AND VOLUNTEERS, FROM AND AGAINST ANY AND ALL CLAIMS, DAMAGES, EXPENSES, AND LIABILITY ARISING OUT OF INJURY OR DEATH TO ANY PERSON OR THE DAMAGE, LOSS OR DESTRUCTION OF ANY PROPERTY WHICH MAY OCCUR, OR IN ANY WAY GROW OUT OF, ANY ACT OR OMISSION OF CONTRACTOR, ITS AGENTS, SERVANTS, AND EMPLOYEES, OR ANY AND ALL COSTS, EXPENSES AND/OR ATTORNEY FEES INCURRED BY CONTRACTOR AS A RESULT OF ANY CLAIMS, DEMANDS, SUITS OR CAUSES OF ACTION, EXCEPT THOSE CLAIMS, DEMANDS, SUITS, OR CAUSES OF ACTION ARISING OUT OF THE NEGLIGENCE OF THE STATE OF LOUISIANA, ALL STATE DEPARTMENTS , AGENCIES, BOARDS, COMMISSIONS, ITS OFFICERS, AGENTS, SERVANTS, EMPLOYEES AND VOLUNTEERS. CONTRACTOR AGREES TO INVESTIGATE, HANDLE, RESPOND TO, PROVIDE DEFENSE FOR AND DEFEND ANY SUCH CLAIMS, DEMANDS, SUITS OR CAUSES OF ACTION AT ITS SOLE EXPENSE AND AGREES TO BEAR ALL OTHER COSTS AND EXPENSES RELATED THERETO, EVEN IF THE CLAIMS, DEMANDS, SUITS, OR CAUSES OF ACTION ARE GROUNDLESS, FALSE OR FRAUDULENT.

SUFFICIENT INFORMATION: IF BIDDING OTHER THAN SPECIFIED, SUFFICIENT INFORMATION SHOULD BE ENCLOSED WITH THE BID IN ORDER TO DETERMINE QUALITY, SUITABILITY AND COMPLIANCE WITH THE SPECIFICATIONS. FAILURE TO COMPLY WITH THIS REQUEST MAY ELIMINATE YOUR BID FROM CONSIDERATION.

LITERATURE: LITERATURE AND/OR SPECIFICATIONS MUST BE SUBMITTED UPON REQUEST. IF REQUESTED, LITERATURE AND/OR SPECIFICATIONS MUST BE SUBMITTED WITHIN SEVEN (7) DAYS OF REQUEST.

WRITTEN FACTORY INSTRUCTIONS: SUCCESSFUL BIDDER WILL FURNISH WRITTEN FACTORY INSTRUCTIONS FOR THE OPERATION AND MAINTENANCE OF THE EQUIPMENT PURCHASED.

SCOPE OF CONTRACT:

SUBMITTAL OF ANY TERMS AND CONDITIONS CONTRARY TO THOSE OF THE STATE OF LOUISIANA MAY CAUSE YOUR BID TO BE REJECTED. BY SIGNING BELOW, TERMS AND CONDITIONS WHICH MAY BE INCLUDED IN YOUR BID ARE NULLIFIED, AND CONTRACTOR AGREES THAT THIS CONTRACT SHALL BE CONSTRUED IN ACCORDANCE WITH AND GOVERNED BY THE LAWS OF THE STATE OF LOUISIANA.

BIDDER SIGNATURE

METHODS OF AWARD:

OPTION A: OUTRIGHT PURCHASE

AWARD SHALL BE MADE TO THE LOWEST RESPONSIVE BIDDER, I.E. THAT BIDDER QUOTING THE LOWEST OUTRIGHT PURCHASE PRICE AND MEETING THE ITB SPECIFICATIONS AND REQUIREMENTS.

OPTION B: BUYBACK PURCHASE PRICE WITH PREVENTATIVE MAINTENANCE

AWARD SHALL BE MADE TO THE LOWEST RESPONSIVE BIDDER WITH PREVENTATIVE MAINTENANCE, I.E. THAT BIDDER WITH THE LOWEST CALCULATED TOTAL ONE YEAR & ONE DAY COST, AND MEETING THE ITB SPECIFICATIONS AND REQUIREMENTS. (SEE FORMULA).

AWARD FORMULA:

THE DIVISION OF ADMINISTRATION, WITH THE DEPARTMENT OF TRANSPORTATION AND DEVELOPMENT, RESERVES THE RIGHT TO PURCHASE EQUIPMENT USING EITHER OPTION A OR OPTION B FOR THE METHOD OF AWARD AS SPECIFIED BELOW.

OPTION A: AWARD SHALL BE MADE TO THE LOWEST RESPONSIVE BIDDER, I.E. THAT BIDDER QUOTING THE LOWEST OUTRIGHT PURCHASE PRICE AND MEETING THE ITB SPECIFICATIONS AND REQUIREMENTS (THE DEPARTMENT OF TRANSPORTATION AND DEVELOPMENT WILL ACQUIRE OWNERSHIP PERMANENTLY).

OPTION B: AWARD SHALL BE MADE TO THE LOWEST RESPONSIVE BIDDER WITH PREVENTATIVE MAINTENANCE, I.E. THAT BIDDER WITH THE LOWEST CALCULATED TOTAL ONE YEAR & ONE DAY COST, AND MEETING THE ITB SPECIFICATIONS AND REQUIREMENTS (THE DEPARTMENT OF TRANSPORTATION AND DEVELOPMENT SHALL RETURN THE EQUIPMENT TO THE VENDOR). OPTION B BID PRICES WILL BE CALCULATED USING THE FORMULA BELOW:

TC = D + LE WHERE

TC = TOTAL ONE YEAR COST INCLUDING PURCHASE PRICE (P), DEPRECIATION (D), OR APPRECIATION (A), AND POTENTIAL LOST EARNINGS (LE).

P = PURCHASE PRICE WITH GUARANTEED BUY BACK.

BB = BUY BACK.

D = DEPRECIATION, OR THE POSITIVE DIFFERENCE AFTER SUBTRACTING THE BUY BACK PRICE FROM THE PURCHASE PRICE.

A = APPRECIATION, OR THE NEGATIVE DIFFERENCE AFTER SUBTRACTING THE BUY BACK PRICE FROM THE PURCHASE PRICE.

\$I = DOLLAR INCREASE BETWEEN VENDOR'S BID AND THE LOWEST RESPONSIVE BID.

IR = INTEREST RATE OF 5.13%.

LE = LOST EARNINGS, COMPUTED BY MULTIPLYING THE DOLLAR (\$) INCREASE TIMES THE INTEREST RATE.

NOTE IF THERE ARE ANY SPECIFICATIONS THAT MIGHT PREVENT YOU FROM BIDDING DUE TO MANDATORY OR DUE TO MINIMUM/MAXIMUM REQUIREMENTS YOU SHOULD CONTACT RUFUS NWOGU AT (225) 342-8023 OR BY EMAIL TO RUFUS.NWOGU@GOV IMMEDIATELY BUT NO LATER THAN SEVEN (7) DAYS PRIOR TO BID OPENING.
